

Office-Supreme Court, U.S.  
FILED

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NO. 82-1341

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IN THE  
**Supreme Court of the United States**  
OCTOBER TERM, 1983

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**RICHARD T. WOOD,**  
*Plaintiff-Respondent*

v.

**DIAMOND M DRILLING COMPANY, ET AL,**  
*Defendants-Petitioners*

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**On Writ of Certiorari  
To The United States Court of Appeals  
For The Fifth Circuit**

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**RESPONSE TO PETITION FOR  
WRIT OF CERTIORARI**

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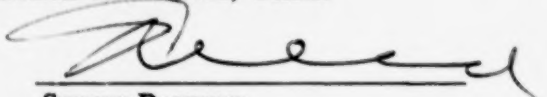
**SIDNEY RAVKIND  
MANDELL & WRIGHT  
806 Main Street, 21st Floor  
Houston, Texas 77002  
713/228-1521**

*Attorney for Plaintiff-Respondent,  
Richard T. Wood*

**LIST OF PARTIES**

The undersigned, counsel of record for Plaintiff-Respondent Richard T. Wood certifies that the following parties have an interest in the outcome of this case.

- (1) Richard T. Wood, and his counsel, Mandell & Wright of Houston, Texas.
- (2) Diamond M Drilling Company and Diamond M International Company, and their counsel, Ross Griggs & Harrison of Houston, Texas.

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**SIDNEY RAVKIND**

## II

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**COUNTERPOINTS AND ARGUMENT**

**I.**

Counterpoint: There has been no triple recovery. Because Defendant Diamond has so grossly misrepresented

the quality of its jewelry, we believe a brief response is necessary. The weekly payment by defendant of \$250.00 was offset against the total maintenance award. (Tr. Vol. II, p. 265). The amount of earnings while under medical care was offset in determining lost wages prior to trial. Plaintiff was off work one year and three months. The jury found lost wages prior to trial to be \$16,000. Had the jury not considered those earnings, the amount would have been approximately \$65,000.00. As pointed out by Judge Brown, the defendant argued for an award of \$12,000.00 for past lost wages.

Thus the defendant has received credit for all its payments and the plaintiff's earnings. It would be manifestly unjust to deduct those earnings twice.

## II.

Counterpoint: Future wage loss is amply shown. The Court of Appeals answers this issue.

## III.

Counterpoint: Any error on submission of the issues was waived. As the Court of Appeals pointed out, defendant did not object to the issues submitted. Defendant's suggestion that it raised the issue in "various motions" is without merit.

**CONCLUSION**

We pray that the writ of certiorari be denied.

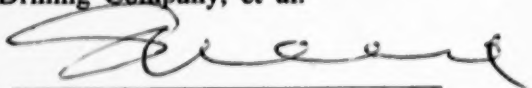
Respectfully submitted,

SIDNEY RAVKIND  
MANDELL & WRIGHT  
806 Main Street, 21st Floor  
Houston, Texas 77002  
713/228-1521

*Attorney for Plaintiff-Respondent,  
Richard T. Wood*

**CERTIFICATE OF SERVICE**

This is to certify that on the 7 day of March, 1983, a true and correct copy of the foregoing instrument was served by United States mail on Mr. J. Douglas Sutter, Ross, Griggs & Harrison, 2600 Two Allen Center, Houston, Texas 77002, Attorney for Defendants-Petitioners, Diamond M Drilling Company, et al.

A handwritten signature in dark ink, appearing to read 'Sidney Ravkind', is written over a horizontal line.

SIDNEY RAVKIND